

EXHIBIT 1

IN THE SUPERIOR COURT FOR THE COUNTY OF WHITFIELD

STATE OF GEORGIA

ANGELA M. DUNBAR,

Plaintiff,

VS.

JOHN J. LAND, IV, DPM, d/b/a ACTIVE
FOOT CARE, and NORTH GEORGIA
FOOT & ANKLE SURGERY CENTER,

Defendants.

CIVIL ACTION FILE

NUMBER: 10CI 2716-B

SUMMONS

TO THE ABOVE NAMED DEFENDANT: John J. Land, IV, DPM, d/b/a Active
Foot Care
1107 Broadrick Drive
Dalton, Georgia 30720

FILED & RECORDED
WHITFIELD COUNTY, GA
2010 SEP 29 PM 4:02
Clerk of Superior Court

You are hereby summoned and required to file with the Clerk of said Court and serve upon the Plaintiff's attorney, whose name and address is:

Warren N. Coppedge, Jr., Esq.
Coppedge & Evans, P.C.
508 South Thornton Avenue
Dalton, Georgia 30720
706/226-0040

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 29 day of September, 2010.

CLERK OF SUPERIOR COURT

By: Melissa Kendrick

IN THE SUPERIOR COURT FOR THE COUNTY OF WHITFIELD

STATE OF GEORGIA

ANGELA M. DUNBAR,

Plaintiff,

VS.

JOHN J. LAND, IV, DPM, d/b/a ACTIVE
FOOT CARE, and NORTH GEORGIA
FOOT & ANKLE SURGERY CENTER,

Defendants.

CIVIL ACTION FILE

NUMBER: 10CE276-B

SUMMONS

TO THE ABOVE NAMED DEFENDANT: North Georgia Foot & Ankle Surgery Center
c/o John J. Land, IV, DPM
1107 Broadrick Drive
Dalton, Georgia 30720

FILED & RECORDED
WHITFIELD COUNTY, GA
2010 SEP 29 PM 4:03
Clerk of Superior Court

You are hereby summoned and required to file with the Clerk of said Court and serve upon the Plaintiff's attorney, whose name and address is:

Warren N. Coppedge, Jr., Esq.
Coppedge & Evans, P.C.
508 South Thornton Avenue
Dalton, Georgia 30720
706/226-0040

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 29 day of September, 2010.

CLERK OF SUPERIOR COURT

By: Melicia Kendrick

IN THE SUPERIOR COURT FOR THE COUNTY OF WHITFIELD

STATE OF GEORGIA

ANGELA M. DUNBAR,

Plaintiff,

VS.

JOHN J. LAND, IV, DPM, d/b/a ACTIVE
FOOT CARE, and NORTH GEORGIA
FOOT & ANKLE SURGERY CENTER,

Defendants.

CIVIL ACTION FILE
NUMBER: 10CI2716-B

COMPLAINT

COMES NOW Angela M. Dunbar, Plaintiff herein, and files this her Complaint
against the Defendants, and shows this Honorable Court as follows:

FILED & RECORDED
WHITFIELD COUNTY, GA
2010 SEP 29 PM 4:03
Clerk of Superior Court

-1-

Plaintiff shows that the Defendants are subject to the jurisdiction of this Court.

(a) Defendant John J. Land, IV, DPM, d/b/a Active Foot Care, is a resident of Hamilton County, Tennessee, but may be served at 1107 Broadrick Drive, Dalton, Whitfield County, Georgia.

(b) Defendant North Georgia Foot & Ankle Surgery Center may be served by serving John J. Land, IV, DPM at 1107 Broadrick Drive, Dalton, Whitfield County, Georgia 30710.

-2-

Plaintiff shows that the Defendants are liable to her in a sum in excess of \$10,000.00, with the specific amount of such indebtedness to be determined by the fair and enlightened conscience of impartial jurors.

-3-

Plaintiff shows that the Defendants provided medical care to her at various times commencing on April 22, 2009, and continuing through October 2009.

-4-

Plaintiff shows that she presented to Defendant John M. Land, IV, DPM for care of a painful right foot on April 22, 2009.

-5-

Plaintiff shows that a doctor-patient relationship was created on April 22, 2009 and lasted until October 2009.

-6-

Plaintiff shows that Dr. Land scheduled her for surgery for removal of a ganglion cyst from her right foot on June 26, 2009 at Defendant North Georgia Foot & Ankle Surgery Center.

-7-

Plaintiff shows that at approximately the third week after surgery, Dr. Land removed her surgical wound sutures, and that approximately one week later (July 28, 2009) when the steri-strips "wore off" she noticed that the surgical incision was gaping open and was infected.

-8-

Plaintiff shows that on July 28, 2009, she immediately called Dr. Land and reported to him that her surgical wound was open and infected.

-9-

Plaintiff shows that upon receiving the report of infection, Dr. Land did not schedule an office visit and did not culture her wound, but prescribed antibiotics over the telephone.

-10-

Plaintiff shows that then and later into October 2009, she followed Dr. Land's orders, acquired the antibiotics prescribed and took them as directed.

-11-

Plaintiff shows that on or about August 3, 2009, she had a scheduled office visit with Dr. Land, at which time he ordered a culture and forwarded the same to Hamilton Medical Center for laboratory culture and sensitivity.

-12-

Plaintiff shows that the laboratory analysis was completed and reported on or before August 10, 2009.

-13-

Plaintiff shows that on August 12, 2009, Dr. Land prescribed Clindamycin 300 mg. tid for her surgical wound infection. On this same date, her wound was measured and seen to be gaping open, measuring 2.5 cm x 0.9 cm x 0.3 cm, with tendon and ligament involvement.

-14-

Plaintiff shows that Dr. Land continued to treat her with various topical ointments, various dressings, and that he referred her to Hamilton Medical Center, d/b/a Hamilton Wound Care Center for wound care under his direction, including negative pressure wound VAC application and various oral antibiotics.

-15-

Plaintiff shows that Defendant received regular reports from Hamilton Wound Care Center.

-16-

Plaintiff shows that throughout August, September and October 2009 while under Dr. Land's care and while following his instructions for treatment of her surgical wound infection, the surgical wound failed to heal.

-17-

Plaintiff shows that her infected surgical wound was accompanied by burning pain.

-18-

Plaintiff shows that by the end of October 2009, she finally became exasperated over her failure to improve, and sought care from her family physician and was referred for orthopedic care to Scott Bowerman, M.D. in Rome, Georgia.

-19-

Plaintiff shows that by the time she sought other treatment, the infection had caused tissue damage to her right foot.

-20-

There is attached hereto marked Exhibit "A" and made a part hereof a true and correct graphic calendar showing (a) various antibiotic prescriptions showing dosage and strength, frequency, route and duration, (b) gaps in antibiotic coverage, and (c) that the first IV coverage was prescribed and begun on October 29, 2009.

-21-

Plaintiff shows that immediately after she began IV antibiotics on October 29, 2009 her infection began to resolve.

-22-

Plaintiff shows that she endured pain and disability as a result of Defendant's ignorance of proper antibiotic coverage for her, or alternatively, the Defendant was so cavalier in addressing her infection that he has evidenced such an entire want of care for the consequences of his actions as to warrant the imposition of punitive damages.

-23-

Plaintiff shows that Defendant's actions were in bad faith so as to warrant the imposition of attorney's fees and expenses of litigation pursuant to O.C.G.A. §13-6-11.

-24-

Plaintiff shows that she has incurred doctor, pharmaceutical, hospital and other medical expenses as a result of the failure of Dr. Land to treat her infection and resultant tissue damage, to date totaling \$28,217.89.

-25-

Plaintiff shows that as a result of her injuries, she has been unable to work and has lost wages, to date totaling \$19,773.72 (August 7, 2009 to January 11, 2010) at \$1,098.54 per week, together with future loss of ability to work and earn money.

-26-

Plaintiff shows that Dr. Land violated the standard of care applicable in similar circumstances and like conditions, and that he breached a contract to provide physician services in a workmanlike manner (which duty arises from a doctor-patient relationship), by failing to timely and properly diagnose and treat her infection.

-27-

Plaintiff shows that the acts of the Defendants caused Plaintiff's injuries, loss and damage.

-28-

Plaintiff shows that she has attached hereto as Exhibit "B" and incorporates herein a proper jurisdictional affidavit as required by O.C.G.A. §9-11-9.1, et seq.

WHEREFORE, Plaintiff prays:

- (a) That process issue requiring the Defendants and each of them to be and appear in answer to Plaintiff's Complaint;
- (b) That Plaintiff have and recover of the Defendants for all lawful damages sustained;
- (c) That Plaintiff have and recover interest in terms provided by law;
- (d) That Plaintiff have and recover all costs of Court;

(e) That Plaintiff have and recover attorney's fees and expenses of litigation as may be provided by law (O.C.G.A. §13-6-11); and

(f) That Plaintiff have and recover such other and further sums as are meet and proper under the circumstances.

This 29th day of September, 2010.

COPPEDGE & EVANS, P.C.

By: 

WARREN N. COPPEDGE, JR.









GEORGIA BAR NUMBER: 187300

508 South Thornton Avenue
Dalton, Georgia 30720
706/226-0040

ATTORNEY FOR PLAINTIFF















ATTACHMENT "A"

July 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27					
						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1. continue Clindamycin
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September 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 No antibiotic coverage Dressing changed from Acticoat to Iodosorb	3 No antibiotic coverage	4 No antibiotic coverage Wound VAC supplied	5 No antibiotic coverage
6 No antibiotic coverage	7 No antibiotic coverage	8 No antibiotic coverage	9 No antibiotic coverage	10 No antibiotic coverage	11 No antibiotic coverage	12 No antibiotic coverage
						
13 No antibiotic coverage	14 No antibiotic coverage	15 No antibiotic coverage				16 No antibiotic coverage
						
27 No antibiotic coverage	28 No antibiotic coverage	29 No antibiotic coverage	30 No antibiotic coverage			
						

October 2009						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 No antibiotic coverage	2 No antibiotic coverage	3 No antibiotic coverage
4 No antibiotic coverage	5 No antibiotic coverage	6 No antibiotic coverage	7 No antibiotic coverage	8 No antibiotic coverage	9 No antibiotic coverage	10 No antibiotic coverage
11 No antibiotic coverage	12 No antibiotic coverage	13 No antibiotic coverage	14 No antibiotic coverage	15 No antibiotic coverage	16 No antibiotic coverage	17 No antibiotic coverage
18 No antibiotic coverage	19 No antibiotic coverage	20 RX: CEFTRIAXONE (ROCEPHEN); 1 gram injection; once every 3 days; 3 injections; 1 gram/day; 10 day ²	21 RX: CEFTRIAXONE ENDED NO-REFILLS	22 RX: CEFTRIAXONE ENDED NO-REFILLS	23 RX: CEFTRIAXONE ENDED NO-REFILLS	24 RX: CEFTRIAXONE ENDED NO-REFILLS